

A. G. Contract No. KR96-1679TRN
ADOT ECS File: JPA 96-99
Project: P0100 03P/P728
Program: FY96-97 CO Maintenance
Plan Monitoring Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 21 November, 1996,
pursuant to Arizona Revised Statutes Section 11-952 through 11-
954 as amended, between the STATE OF, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY,
ARIZONA acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
County.

3. The Federal Intermodal Surface Transportation Efficiency
Act of 1991 has made funds available to the State for the use of
the County to conduct the CO Maintenance Plan Monitoring program.
The State and the County desire to define their respective
responsibilities relating to the transfer of up to \$35,000.00
thru the State to the County and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>21190</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/21/96</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Gruenewald</u>

II. SCOPE

1. The State will:

Provide the County federal SPR funds in the amount of up to \$35,000.00, on a monthly cost reimbursement basis for activities performed relating to the CO Maintenance Plan Monitoring program.

2. The County will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$10,000.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$35,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the County by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
Environmental Quality Director
130 W. Congress Street - 3rd floor
Tucson, AZ 85701

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Paul Marsh
PAUL MARSH, Chairman
Board of Supervisors

By Jay Klacge
JAY KLAGGE, Director
Transportation Planning

OCT 15 1996

ATTEST

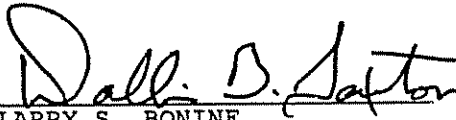
By Jane Williams
JANE WILLIAMS
Clerk of the Board

96-99.doc

RESOLUTION

BE IT RESOLVED on this 26th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with Pima County for the purpose of defining responsibilities for conducting the FY96 - 97 CO Maintenance Plan Monitoring Program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Transportation Planning Director for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 1996- 211

A RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS,
RELATING TO THE ENVIRONMENT; APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA
DEFINING RESPONSIBILITIES AND PROVIDING FUNDING FOR A
CARBON MONOXIDE MAINTENANCE PLAN AND MONITORING
PROGRAM.

WHEREAS, The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State of Arizona for the use of Pima County to conduct the Carbon Monoxide Maintenance Plan Monitoring Program;

WHEREAS, the State of Arizona, through its Department of Transportation and the County wish to enter into an Intergovernmental Agreement to define their respective responsibilities relating to the transfer of up to \$35,000.00 of the above-described federal funds to the County and the County's expenditure thereof; and

WHEREAS, the County and the State of Arizona agree to perform services in accordance with the attached intergovernmental agreement.

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED BY THE PIMA COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

Section 1. The Intergovernmental Agreement between Pima County and the State of Arizona attached hereto as Exhibit A is hereby approved.

Section 2. The Chairman of the Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement on behalf of Pima County.

PASSED AND ADOPTED this 15th day of October, 1996.

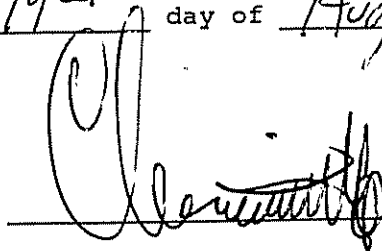
PIMA COUNTY BOARD OF SUPERVISORS


Chairman, Board of Supervisors

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 19th day of August, 1996.

A handwritten signature in dark ink, appearing to read "C. L. Smith", is written over a horizontal line.

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER: 542-4085


INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1679-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of November, 1996.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr

CATEGORY 100 - Natural Environment

SUBCATEGORY 104 - Air Quality

Pima County Department of Environmental Quality
David M. Esposito

Work Element: 104.07 CO Maintenance Plan Monitoring Program

Objective(s): To meet the requirements of the CO maintenance demonstration period satisfying compliance with the core requirement that an area is meeting the air quality criteria for limited maintenance areas (7.65 ppm or 85% of the CO NAAQS). The region will establish an additional microscale monitoring station such that compliance can be determined through ambient monitoring. The purpose of this work element is to provide needed information with respect to site establishment.

Product(s):

- 1) Conduct special purpose studies to determine most appropriate and representative site for new CO microscale monitoring station;
- 2) Planning and design of a new microscale CO air quality station;
- 3) Data collection, reduction, and analysis for CO and associated meteorological and traffic data to support planing and design;
- 4) Establishment of calibration, precision checks and auditing methods of monitoring equipment consistent with 50 CFR 58; and
- 5) Reporting data to various agencies.

Related Work:

- Natural Environment (100)
- Air Quality (104)
- Air Quality Public Education (104.01)
- Conformity Determinations for Regional Transportation Plans and Programs (104.02)
- Carbon Monoxide State Implementation Plan Revisions (104.05)
- Transportation (600)
- Government Technical Assistance (602.06)
- Transportation System Programming and Implementation (604)

Anticipated Impact:

During the maintenance period, development of a continuous microscale CO monitoring station determined through special purpose field studies will best represent the character of Tucson "hot spots" or potential problem areas.

Task(s):

- A. Conduct special purpose microscale assessment studies addressing congested areas and/or targeted intersections.

CATEGORY 100 - Natural Environment**SUBCATEGORY 104 - Air Quality**

Pima County Department of Environmental Quality
David M. Esposito

- B. Design one new CO microscale location for purposes of the CO Limited Maintenance Plan.
- C. Monitor CO microscale levels meeting EPA specifications as required under 40 CFR 50, 53, and 58.
- D. Collect surface CO and meteorological data for use in air quality diagnostic and predictive models during the CO maintenance period to determine compliance with CO NAAQS.

FUNDING SOURCE	AMOUNT	RESPONSIBLE AGENCY	COST	APPROX. PERSON MONTHS
97 SPR	35,000	PDEQ	45,000	14
LOCAL MATCH	10,000			
TOTAL	45,000	TOTAL	45,000	

CONTRACT	
NO.	<u>01-51-A-122263-1096</u>
AMENDMENT NO.	<u> </u>
This number must appear on all invoices, correspondence, and documents pertaining to this contract	

EXHIBIT A